

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

THE BURLINGTON INSURANCE COMPANY
and STONEBRIDGE, INC,

Plaintiffs,

v.

NORTHLAND INSURANCE COMPANY,
Defendant.

Civ. No. 09-3209(DRD)

AMENDED ORDER

This matter having come before the Court on Plaintiffs' and Defendant's Motions for Summary Judgment and the Court having considered the submissions and oral argument of the parties; and for the reasons set forth in an Opinion of February 3rd 2011;

IT IS on this 4th day of February, 2011, hereby ORDERED that Plaintiffs' MOTION is GRANTED. Defendant's Motion is DENIED. It is further ORDERED that:

1. Northland Insurance Company policy no. TF480923 provides primary liability coverage for Stonebridge, Inc. for the underlying action of Bruce Laise resulting from the accident of June 6, 2006, styled Laise v. Stonebridge, Inc., Docket No. MID-L7986-07 (the "Underlying Action").
2. Northland Insurance Company owes defense and indemnification to Stonebridge, Inc. for the Underlying Action.
3. Northland Insurance Company shall reimburse The Burlington Insurance Company in the amount of \$338,377.42, which sum is comprised of \$325,000 paid by The Burlington Insurance Company for indemnification of Stonebridge, Inc. in the Underlying Action and \$13,377.42 for defense fees, costs, and expenses from the date of tender until resolution of that case, together with prejudgment interest.
4. Northland Insurance Company shall also reimburse The Burlington Insurance Company for any and all costs and fees incurred in bringing this declaratory

judgment action pursuant to New Jersey Court Rule 4:42-9(a)(6). Plaintiffs shall supply the Court with a certification of fees and costs related to this declaratory judgment action within two weeks of the date hereof.

s/ Dickinson R. Debevoise
DICKINSON R. DEBEVOISE, U.S.S.D.J.